

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 50	
2. AMENDMENT/MODIFICATION NO. U0001		3. EFFECTIVE DATE 05-Feb-2004		4. REQUISITION/PURCHASE REQ. NO. W81C8X-3345-1907		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING DIVISION USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST RM 4.207 ST LOUIS MO 63103-2833		CODE W912P9		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912P9-04-B-0204	
				X		9B. DATED (SEE ITEM 11) 23-Jan-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The following changes are being amended to Solicitation W912P9-04-B-0204: See Admendment Changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 23-Feb-2004 12:30 AM to 01-Mar-2004 11:00 AM.

The solicitation issue date has changed from 26-Jan-2004 to 23-Jan-2004.

CLIN 1002

This CLIN has been renumbered to CLIN 2001.

The CLIN description has changed from ROAD & PARK MAINT IQ CONT OPTION YEAR 1 to ROAD & PARK MAINT IQ CONT OPTION YEAR 2.

The CLIN extended description has changed from ROAD & PARK MAINT IQ CONT OPTION YEAR 1 to ROAD & PARK MAINT IQ CONT OPTION YEAR 2.

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
08-FEB-2004	1	WAPPAPELLO LAKE PROJECT USARMY ENGR DIST ST LOUIS HC 2 BOX 2349 WAPPAPELLO MO 63966-9603 573-222-8562 FOB: Destination	W912P9

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
08-FEB-2004	1	WAPPAPELLO LAKE PROJECT USARMY ENGR DIST ST LOUIS 10992 HWY T WAPPAPELLO MO 63966-9603 573-222-8562 FOB: Destination	W912P9

ADMENDMENT CHANGES

The following changes are being amended to Solicitation W912P9-04-B-0204:

Page 1 - block 3 - 23 Jan 2004 changed to 01 26 Jan 2004

Page 1 - block 13 - 23 Feb 2004 Time 12:30 AM changed to 01 March 2004, Time 11:00 AM

Page 1 of 8, Item number changed from 1002 to 2001 and Option-Year 1 to Option Year 2

Page 1 of 8, Delivery Date 08-Feb-2004 changed to 01-Mar-2004, & HC2 Box 2349 changed to 10992 Hwy T

Section B

1. Change to Reference Clauses and Section of Solicitation in Notes 6, 7, 8, and 9.
2. Change Note 11, Site Visit to February 19th 2004, Time: 10:00 AM

Section 00010 – SOLICITATION CONTRACT FORM

1. Bid Notes moved from Section 00100, and added by full Text

Section 00100 – BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

1. The following have been added by full text: LOCAL CLAUSES
2. Site Visit changed to 19-Feb-2004 Time 10:00 AM
3. The following were deleted: (Duplication/and ,or Not Applicable)
 - a. 52.204-3 Taxpayer Identification OCT 1998
 - b. 52.236-27 Site Visit (Construction) FEB 1995

Section 00600-REPRESENTATION & CERIFICATIONS

1. The following have been deleted: (Duplication/and ,or Not Applicable)
 - a. 52.222-23 Notice of Requirement for Affirmative Action to Ensure FEB 1999
Equal Employment Opportunity for Construction
2. The following were previously included by reference and are now included by full text:
 - a. 252.247-7022 Representation of extent of Transportation by Sea (AUG 1992)

Section 00700 – CONTRACT CLAUSES

1. The following have been added by full text:
 - a. 52.216-18 Ordering (OCT 1995)
 - b. 52.216-22 Indefinite Quantity (OCT 1995)
 - c. 52.216-9 Small Business Subcontracting Plan (JAN 2002) ALT I (OCT 2001)
 - d. 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
2. The following have been modified:
 - a. 52.228-1 Bid Guarantee (SEP 1996)
3. The following have been deleted: (Duplication/and ,or Not Applicable)
 - a. 52.219-9 Small Business Subcontracting Plan (JAN 2002)
 - b. 52.231-5000 Equipment Ownership and Operation Expense Schedule (MAY 1999)
4. The following were previously included by reference and are now included by full text:
 - a. 52.216-19 Order Limitations (OCT 1995)
 - b. 52.232-5001 Continuing Contracts (MAR 1995)
 - c. 52.249-5000 Basis for Settlement of Proposals

Section 00800 – SPECIAL CONTRACT REQUIRMENTS

1. The following have been modified:
 - a. Contract Requirements

BID NOTES

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
0001	Clearing and Grubbing, Heavy	6,000	SY		
0002	Clearing and Grubbing, Light	2,000	SY		
0003	Fill Material	1,000	CY		
0004	Topsoil	800	CY		
0005	Sand	100	TN		
0006	Patching	200	SY		
0007	Asphaltic Concrete Surface (under 50 ton)	50	TN		
0008	Asphaltic Concrete Surface	1,000	TN		
0009	Seal Coat	1,000	SY		
0010	Crack Seal	200	GL		
0011	Quarry Run Limestone	100	TN		
0012	Limestone	2,000	TN		
0013	Graded Rip Rap	500	TN		
0014	Concrete Surface	25	CY		
0015	Parking Area Traffic Striping	10,000	LF		
0016	Parking Area Traffic Striping Layout	3,000	LF		
0017	Traffic Markings: Arrows	3	EA		
0018	Traffic Markings: Disable symbol	20	EA		
0019	Traffic Markings: No Parking	3	EA		
0020	Traffic Markings: 5 Minute Parking and 10 Minute Parking	5	EA		
0021	Traffic Markings: Tie-down Only	5	EA		
0022	Parking Block Removal and Reinstallation	40	EA		

0023 Motor Grader with Operator 80 HR

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
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0024	Loader/Backhoe, Wheel Type, with Operator	200	HR		
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0025	Track-Type Bulldozer, 70 hp., with Operator	250	HR		
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0026	Track-Type Bulldozer, 190 hp., with Operator	40	HR		
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0027	Excavator, with Operator	50	HR		
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0028	Dump Truck, with Operator	40	HR		
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0029	Compactor, Vibratory (self- propelled), with Operator	20	HR		
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0030	Concrete Saw, with Operator	5	HR		
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0031	Tandem Vibratory Roller Compactor with Operator	20	HR		
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0032	Skid Steer Loader, with attachments Wheel-Type, with Operator	40	HR		
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0033	Boom Mower and Tractor, with Operator	40	HR		
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0034	Disposal of Waste	50	CY		
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TOTAL BASE YEAR \$_____

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
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1001	Clearing and Grubbing, Heavy	6,000	SY		
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1002	Clearing and Grubbing, Light	2,000	SY		
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1003	Fill Material	1,000	CY		
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1004	Topsoil	800	CY		
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1005	Sand	100	TN		
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1006	Patching	200	SY		
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1007	Asphaltic Concrete Surface (under 50 ton)	50	TN		
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
1008	Asphaltic Concrete Surface	1,000	TN		
1009	Seal Coat	1,000	SY		
1010	Crack Seal	200	GL		
1011	Quarry Run Limestone	100	TN		
1012	Limestone	2,000	TN		
1013	Graded Rip Rap	500	TN		
1014	Concrete Surface	25	CY		
1015	Parking Area Traffic Striping	10,000	LF		
1016	Parking Area Traffic Striping Layout	3,000	LF		
1017	Traffic Markings: Arrows	3	EA		
1018	Traffic Markings: Disable symbol	20	EA		
1019	Traffic Markings: No Parking	3	EA		
1020	Traffic Markings: 5 Minute Parking and 10 Minute Parking	5	EA		
1021	Traffic Markings: Tie-down Only	5	EA		
1022	Parking Block Removal and Reinstallation	40	EA		
1023	Motor Grader with Operator	80	HR		
1024	Loader/Backhoe, Wheel Type, with Operator	200	HR		
1025	Track-Type Bulldozer, 70 hp., with Operator	250	HR		
1026	Track-Type Bulldozer, 190 hp., with Operator	40	HR		
1027	Excavator, with Operator	50	HR		
1028	Dump Truck, with Operator	40	HR		

1029 Compactor, Vibratory (self-propelled), with Operator 20 HR

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
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1030 Concrete Saw, with Operator 5 HR

1031 Tandem Vibratory Roller Compactor with Operator 20 HR

1032 Skid Steer Loader, with attachments Wheel-Type, with Operator 40 HR

1033 Boom Mower and Tractor, with Operator 40 HR

1034 Disposal of Waste 50 CY

TOTAL OPTION YEAR 1 \$ _____

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
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2001 Clearing and Grubbing, Heavy 6,000 SY

2002 Clearing and Grubbing, Light 2,000 SY

2003 Fill Material 1,000 CY

2004 Topsoil 800 CY

2005 Sand 100 TN

2006 Patching 200 SY

2007 Asphaltic Concrete Surface (under 50 ton) 50 TN

2008 Asphaltic Concrete Surface 1,000 TN

2009 Seal Coat 1,000 SY

2010 Crack Seal 200 GL

2011 Quarry Run Limestone 100 TN

2012 Limestone 2,000 TN

2013	Graded Rip Rap	500	TN
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2014	Concrete Surface	25	CY
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ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	U/M	U/P	AMOUNT
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2015	Parking Area Traffic Striping	10,000	LF		
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2016	Parking Area Traffic Striping Layout	3,000	LF		
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2017	Traffic Markings: Arrows	3	EA		
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2018	Traffic Markings: Disable symbol	20	EA		
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2019	Traffic Markings: No Parking	3	EA		
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2020	Traffic Markings: 5 Minute Parking and 10 Minute Parking	5	EA		
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2021	Traffic Markings: Tie-down Only	5	EA		
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2022	Parking Block Removal and Reinstallation	40	EA		
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2023	Motor Grader with Operator	80	HR		
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2024	Loader/Backhoe, Wheel Type, with Operator	200	HR		
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2025	Track-Type Bulldozer, 70 hp., with Operator	250	HR		
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2026	Track-Type Bulldozer, 190 hp., with Operator	40	HR		
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2027	Excavator, with Operator	50	HR		
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2028	Dump Truck, with Operator	40	HR		
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2029	Compactor, Vibratory (self- propelled), with Operator	20	HR		
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2030	Concrete Saw, with Operator	5	HR		
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2031	Tandem Vibratory Roller Compactor with Operator	20	HR		
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2032	Skid Steer Loader, with attachments Wheel-Type, with Operator	40	HR		
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2033	Boom Mower and Tractor, with Operator	40	HR
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2034	Disposal of Waste	50	CY
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TOTAL OPTION YEAR 2	\$_____
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GRAND TOTAL BASE PLUS TWO OPTION YEARS	\$_____
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SECTION B
ROAD AND PARK MAINTENANCE
WAPPAPELLO LAKE

SUPPLIES OR SERVICES AND PRICES/COSTS

Furnish all labor, equipment, and materials necessary to perform Road and Park Maintenance at Wappapello Lake, Wappapello, Missouri in accordance with solicitation specifications and provisions.

NOTE 1: ESTIMATED QUANTITIES ARE TO BE USED FOR BID EVALUATION ONLY.

NOTE 2: ALL PRICES MUST BE ON A FIRM BASIS.

NOTE 3: LEGEND FOR UNIT OF MEASURE ABBREVIATIONS:

SY = SQUARE YARD	CY = CUBIC YARD	TN = TON
EA = EACH	HR = HOUR	
LF = LINEAR FOOT	GL = GALLON	

NOTE 4: BIDDERS MUST BID ON ALL ITEMS. FAILURE TO BID ON ANY ITEM WILL BE CAUSE FOR THE GOVERNMENT TO DETERMINE THE BID NON-RESPONSIVE.

NOTE 5: AMOUNT: CUMULATIVE GUARANTEED MINIMUM \$7,000.00 PER BASE YEAR AND \$3,500.00 FOR OPTION YEARS. CUMULATIVE MAXIMUM \$350,000.00 PER YEAR. MINIMUM AND MAXIMUM DELIVERY ORDER AMOUNTS ESTABLISHED IN CONTRACT CLAUSES.

NOTE 6: INFORMATION CONCERNING INDEFINITE QUANTITY CONTRACTS, AS WELL AS THE ISSUANCE AND LIMITATIONS OF DELIVERY ORDERS MAY BE FOUND IN CONTRACT CLAUSES. (Reference Section 00700)

NOTE 7: BID BONDS/GUARANTEE SHALL BE SUBMITTED ON TOTAL PRICE FOR THE BASE YEAR ONLY. (Reference FAR52.228-1)

NOTE 8: FAILURE TO INCLUDE BID BOND OR OTHER BID SECURITY ON TIME MAY BE CAUSE FOR REJECTION OF THE BID AS NONRESPONSIVE. LATE BOND OR OTHER

SECURITY WILL BE TREATED IN THE SAME MANNER AS LATE BIDS. (Reference Section 00100)

NOTE 9: THIS SOLICITATION CONTAINS AN OPTION TO EXTEND THE TERM OF THE CONTRACT CLAUSE. (Reference Section 00700) THE OPTION (S) IS (ARE) TO BE EXERCISED AT THE DISCRETION OF THE GOVERNMENT ONLY AND WILL BE BINDING ON THE CONTRACTOR IF A DECISION IS MADE BY THE GOVERNMENT TO EXERCISE THE OPTIONS (S). BIDDERS ARE ADVISED THAT SUCH OPTION (S) AS MAY BE EXERCISED WILL BE EXERCISED AT THE UNIT PRICES BID FOR THAT SPECIFIC OPTION YEAR.

NOTE 10: POINT-OF-CONTACT IS DOUG NICHOLS OR RANDY OLMSTED, WAPPAPELLO LAKE, MO 573-222-8562.

NOTE 11: THERE WILL BE A SITE VISIT __02/19/2004, TIME: 10:00AM, AT THE WAPPAPELLO LAKE MANAGEMENT OFFICE.

SITE VISIT (APR 1984)

OFFERORS OR QUOTERS ARE URGED AND EXPECTED TO INSPECT THE SITE WHERE SERVICES ARE TO BE PERFORMED AND TO SATISFY THEMSELVES REGARDING ALL GENERAL AND LOCAL CONDITIONS THAT MAY AFFECT THE COST OF CONTRACT PERFORMANCE, TO THE EXTENT THAT THE INFORMATION IS REASONABLY OBTAINABLE. IN NO EVENT SHALL FAILURE TO INSPECT THE SITE CONSTITUTE GROUNDS FOR A CLAIM AFTER CONTRACT AWARD. (FAR 52.237-1).

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been added by full text:

LOCAL CLAUSES
AUTHORIZATION

This contract is effected pursuant to 10 USC 2304.
(end of clause)

TELEGRAPHIC MODIFICATIONS

Telegraphic bids/offers are not authorized, however, modification or withdrawal of bids/offers by telegram is authorized provided telegraphic notice is submitted so as to be received in the office designated in this Solicitation not later than the exact time set for opening of bids/receipt of proposals. The telegraphic modification or withdrawal received in such office by telephone from the receiving telegraph office not later than the time set for opening of bids/receipt of proposals shall be considered if such message is confirmed by the telegraph company by sending a copy of the telegram which formed the basis for the telephone call. NOTE: The term "telegram" includes mailgrams.

(end of clause)

AMENDMENTS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Solicitation. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

(end of clause)

PRE-AWARD INFORMATION

The low bidder shall, upon request of the Contracting Officer, furnish a statement of whether he or she is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, a brief description of the work, and the manner of its execution, and giving such other information as will tend to show the bidder's ability to prosecute the required work. The bidder shall furnish the above information for at least 4 commercial firms and/or Government agencies for whom he or she has performed work. The "such other information" referred to above shall include but is not limited to the following:

(1) The name and address of the office or firm under which such work was performed.

(2) A brief history of business experience, including length of time in present business.

(3) A list of key personnel available for instant project and their qualifications.

(4) A copy of bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business. If the financial statement is more than 60 days old, a certificate should be attached stating that the financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential. (5) A list of present commitments, including the dollar value thereof, and name of office under which the work is being performed. (6) A list of the plant available to the bidder and proposed for use on the work. (end of clause)

QUESTIONS Prospective bidders are encouraged to submit written questions on any aspect of the Solicitation. In this connection, see the paragraph entitled "Explanation to Prospective Bidders" of SECTION 00100, INSTRUCTIONS TO BIDDERS. Responses to written or verbal questions that result in a change to the plans and specifications will be answered by amendment only in order to provide all prospective bidders the changes at the same time. All TECHNICAL questions, written or verbal, regarding this Solicitation, before

bids have been opened, should be referred to Linda Bolton 314-331-8273, FAX 314-331-8244, U.S. Army Corps of Engineers, RAY Building, 1222 Spruce Street, St. Louis, Missouri 63103-2833. Questions concerning

CONTRACTUAL matters or information on obtaining plans, specifications, and bidding documents should be referred to BARRIETTA KILLIEBREW

Contract Specialist, Contracting Division, 4th Floor, Room 4.207, address 12) FAX (314-331-8514). COLLECT TELEPHONE

CALLS WILL NOT BE ACCEPTED.

(end of clause)

INSPECTION OF INFORMATION All requests to review items listed in SPECIAL CLAUSE 00800-6a should be referred to Civil Engineering/Specifications Section (Telephone, 314/331-8282 or 314/331-8223; FAX, 314-331-8244), Room 3.302, U.S. Army Corps of Engineers, RAY Building, 1222 Spruce Street, St. Louis, Missouri 63103-2833.

(end of clause)

QUANTITIES IN LUMP SUM ITEMS

Estimates of quantities involved in certain items of work for which bids are being solicited on a lump sum or job basis have been made for the use of the Government. Copies of these quantity estimates may be obtained by contacting the Contracting Division, Telephone No. 314/331- 8521, Dept. of the Army, St. Louis District, Corps of Engineers, RAY Building, 1222 Spruce Street, St. Louis, Missouri 63103-2833. It is to be expressly understood that the accuracy of these estimates is in no wise warranted and that the furnishing of this information to a bidder will not relieve the bidder of its responsibility to estimate the quantities involved. It is further to be expressly understood that in no case will such estimates be used as a basis of a claim against the Government.

(end of clause)

SITE OF THE WORK

Bidders are advised that for the purpose of applicability of the Davis-Bacon Act and other contract labor standards provisions, "the site of the work" under the contract to be awarded pursuant to this Solicitation may not be limited to the physical place(s) where the construction called for in the contract will remain when work on it has been completed. The "site of the work" may include other adjacent or nearby property used by the contractor or subcontractors during such construction. For example, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., will be considered part of the site of the work, provided they are dedicated exclusively or nearly so to performance on the contract and are so located in proximity to the actual construction location that it would be reasonable to include them.

(end of clause)

VALUE ENGINEERING (VE) PAYMENT TO CONTRACTORS

Value Engineering. Special attention is invited to the Contract Clause entitled, "Value Engineering--Construction". The St. Louis District policy to authorize immediate payment to contractors for their portion of VECP savings is an important step in providing adequate incentives to contractors for their support of this program. Carefully review the contract documents for potential savings and submit ideas promptly upon award to maximize savings.

(end of clause)

WORK TO BE PERFORMED BY CONTRACTOR'S OWN ORGANIZATION Within five days after award the successful bidder/contractor must furnish the Contracting Officer a description of the items of work which will be performed with its own forces and the estimated cost of those items.

(end of clause)

TEMPORARY PROJECT SAFETY FENCING

Bidders are advised that Paragraph 04.A.04 of Safety and Health Requirements Manual EM 385-1-1 dated 3 September 1996, requires temporary project safety fencing on projects located in areas actively utilized by the general public. The requirements for temporary project safety fencing on this project are specified in SECTION 01500 entitled TEMPORARY CONSTRUCTION FACILITIES, and are shown on Drawing No. K-C-1 / P-1.

(end of clause)

EQUIPMENT OWNERSHIP AND OPERATION EXPENSE SCHEDULE

Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the

requirements of SECTION 00800, Special Clause entitled EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" is available for review by bonafide bidders in the St. Louis District, Corps of Engineers, Technical Library, Room 4.202, RAY Building, 1222 Spruce Street, St. Louis, Missouri 63103-2833, Telephone 314-331-8883, Fax 314-331-8873;

for additional information call or write to:

Superintendent of Documents
Pittsburgh, PA 15250-7954
Telephone 202-783-3238;

P.O. Box 371954

or may be purchased from:

U.S. Government Regional Bookstore
Bannister Road

No. 120 Bannister Mall

5600 East

Kansas City, MO 64137
Telephone 816-767-8225

(end of clause)

BONDS

a. BID BOND/BID GUARANTEE - Each bidder shall submit WITH HIS/HER BID a Bid Bond/Bid Guarantee in the amount and form prescribed in Section 00700, Contract Clause FAR 52.228-1 "BID GUARANTEE".

b. PERFORMANCE AND PAYMENT BONDS - Within 10 days after the prescribed forms are presented to the successful bidder, Performance and Payment bonds in good and sufficient surety or sureties acceptable to the Government shall be furnished. This requirement is further discussed in Contract Clause FAR 52.228-15 "PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION".

Performance and Payment bonds shall be furnished by the Contractor to the Government prior to commencement of contract performance.

FAILURE TO INCLUDE BID BOND OR OTHER BID SECURITY ON TIME MAY BE CAUSE FOR
 REJECTION OF THE BID AS NONRESPONSIVE. LATE BOND OR OTHER
 SECURITY WILL BE TREATED IN THE SAME MANNER AS LATE BIDS. (ALSO SEE
 SECTION 00100 -- FAR 52.214-7)

(end of clause)

STATE OF MISSOURI AND ILLINOIS SALES TAX

After contract award, the successful contractor, his/her subcontractors and material suppliers may claim an exemption from Missouri and/or Illinois sales tax on Federal Construction Projects. UPON REQUEST, the Contracting Officer will provide the appropriate tax-exempt certificate.

END OF SECTION 00100

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--
 February 19, 2004 Time 10:00 AM

(c) Participants will meet at--
 Wappapello Lake Management Office
 10992 Hwy T
 Wappapello, MO 63966

(End of provision)

The following have been deleted:

BID NOTES

52.204-3	Taxpayer Identification	OCT 1998
52.236-27	Site Visit (Construction)	FEB 1995

SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS

The following have been deleted:

52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
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The following were previously included by reference and are now included by full text:

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 March 2004 or Award Date, whichever is later, through one year after Award Date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering

clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 80 days beyond the contract period.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE I (OCT 2001).

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled ``Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

The following have been modified:

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and

bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$ 3 Million, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

The following have been deleted:

52.219-9	Small Business Subcontracting Plan	JAN 2002
52.231-5000	Equipment Ownership and Operating Expense Schedule (Mar MAY 1999 1995)	

The following were previously included by reference and are now included by full text:

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$150,000 (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of \$350,000.00 (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

Note:

Issuing Delivery Orders

Dollar Ranges -----	Maximum Allowable Time -----
\$ 500-\$ 2,000	5 working days
\$ 2,000-\$ 15,000	10 working days
\$15,000-\$ 30,000	20 working days
\$30,000-\$ 75,000	40 working days
\$75,000-\$150,000	80 working days

52.232-5001 CONTINUING CONTRACTS (MAR 1995)--EFARS

(a) This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

(b) The sum of __\$7000.00__ has been reserved for this contract and is available for payments to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

(c) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (f) and (i) below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

(d) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(e) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(f) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(g) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

(h) An equitable adjustment in performance time shall be made for any

increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(i) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

(j) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(End of clause)

Note: If applicable this will be included on an individual Task Order.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

CONTRACT REQUIREMENTS

SECTION 2A – ENVIRONMENTAL PROTECTION

1. Scope
2. Quality Control
3. Permits and Licenses
4. Environmental Protection Plan
5. Subcontractors
6. Noncompliance
7. Protection of Environmental Resources
8. Maintenance of Pollution Control Facilities
9. Training of Contractor Personnel in Pollution Control
10. Safety
11. Payment

SECTION 2B – EARTHWORK

1. Scope
2. Quality Control
3. Clearing and Grubbing (Trees, Brush, Etc.)
4. Fill Material
5. Topsoil
6. Sand
7. Measurement and Payment

SECTION 2C – PARK AND ROAD WORK

1. Scope
2. Quality Control
3. Applicable Publications
4. General
5. Patching
6. Asphaltic Concrete Surface
7. Seal Coat
8. Crack Seal
9. Quarry Run Limestone
10. Limestone
11. Graded Riprap
12. Parking Area Traffic Striping
13. Parking Area Traffic Striping Layout
14. Parking Block Removal and Reinstallation
15. Measurement and Payment

SECTION 2D - RENTAL OF EQUIPMENT WITH OPERATING PERSONNEL

1. Scope
2. Delivery and Release of Equipment
3. Operating and Working Time
4. Maintenance and Replacement of Equipment
5. Equipment
6. Measurement
7. Payment

SECTION 2E – CONCRETE

1. Scope
2. Quality Control
3. Applicable Publications
4. Contractor Quality Control
5. Production of Concrete
6. Preparation for Placing
7. Placing
8. Joints
9. Finishing
10. Curing and Protection
11. Formwork
12. Reinforcing Steel
13. Concrete Surfaces

SECTION 2F – DISPOSAL OF WASTE

1. Scope
2. Quality Control
3. Clearing
4. Removal of Improvements
5. Disposal of Material
6. Payment

DESCRIPTION/SPECS./WORK STATEMENT**SECTION 2A - ENVIRONMENTAL PROTECTION**

1. **SCOPE.** This section covers prevention of environmental pollution and damage as the result of construction operations under this contract. This section is in addition to those measures set forth in other sections of these Technical Provisions. For the purpose of this specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or

degrade the utility of the environment for aesthetical, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

2. QUALITY CONTROL.

2.1 General. The Contractor shall establish and maintain quality control for environmental protection operations to assure compliance with contract requirements and maintain detailed records of his quality control for all construction operations including, but not limited to, the following:

(1) Laws, Regulations and Ordinances. Compliance with all Federal, State, and local laws, regulations, and ordinances concerning pollution control.

(2) Protection of Land Resources. (See Paragraph 2A-7.1)

(3) Protection of Water Resources. (See Paragraph 2A-7.2)

(4) Protection of Air Resources. (See Paragraph 2A-7.3)

(5) Protection of Fish and Wildlife. (See Paragraph 2A-7.4)

(6) Protection of Historical, Archaeological, and Cultural Resources. (See Paragraph 2A-7.5)

2.2 Reporting. Three copies of these records and tests, as well as records of corrective action taken, shall be furnished to the Government daily when work covered by this section is being performed.

3. PERMITS AND LICENSES. The Contractor shall obtain and comply with all required permits and licenses. Copies of all applications, permits and licenses obtained from Federal, State and local governing bodies pursuant to this contract shall be submitted to the Contracting Officer.

4. ENVIRONMENTAL PROTECTION PLAN (EPP). Within 15 days after receipt of delivery orders with work periods in excess of 30 calendar days or prior to the commencement of work or on-site mobilization, the Contractor shall submit in writing an EPP and meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this provision and administration of the EPP. Acceptance of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. The Government reserves the right to require the Contractor to make changes in his EPP and operation as necessary to maintain satisfactory environmental protection performance. The EPP shall include, but not be limited to, the following:

(1) Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological and cultural resources.

(2) Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulation. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the environmental protection plan.

(3) Permit or license and the location of solid waste disposal areas.

(4) Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, temporary structures, sanitary facilities, and stockpiles of materials.

(5) Environmental monitoring plans for the worksite, including land, water, air and noise monitoring.

(6) Traffic control plan.

(7) Methods of protecting surface and ground water during construction activities.

(8) Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or non-use. Plan shall include measures for marking the limits of use areas.

5. SUBCONTRACTORS. Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

6. NONCOMPLIANCE. The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the Contractor's EPP. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

7. PROTECTION OF ENVIRONMENTAL RESOURCES. The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of each delivery order work period. The Contractor shall confine his activities to areas as defined by the Contracting Officer's Representative for each delivery order. Environmental protection shall be as stated in the following subparagraphs.

7.1 Protection of Land Resources. Prior to the beginning of any construction, the Contracting Officer will identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

7.1.1 Work Area Limits. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under delivery orders. Isolated areas within the general work area, which are to be saved and protected, shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence and during all construction operations. Where construction operations are to be conducted during darkness, the marker shall be visible during darkness. The contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

7.1.2 Reduction of Exposure of Unprotected Erodible Soils. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.

7.1.3 Temporary Protection of Disturbed Areas. Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to the following:

(1) Retardation and Control of Runoff. Runoff from the construction site shall be controlled by construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses. The

Contractor shall also utilize any measures required by area-wide plans approved under Paragraph 208 of the Clean Water Act.

7.1.4 Location of Storage and Other Contractor Facilities. The Contractor's staging areas, stockpile, storage, and temporary buildings shall be placed in areas approved by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

7.1.5 Temporary Excavations and Embankments. Temporary excavations and embankments for plant and/or work areas shall be controlled to protect adjacent areas from despoilment.

7.1.6 Borrow Areas. Borrow areas on Government property shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses or lakes.

7.1.7 Disposal Areas. Disposal areas on Government property shall be managed and controlled to limit material to areas designated on drawings and prevent erosion of soil or sediment from entering nearby watercourses or lakes.

7.1.8 Disposal of Cleared and Grubbed Material and Other Debris. All material and debris resulting from clearing and grubbing operations on this contract shall be disposed of by burning, or removal from the site. The Contractor shall make a reasonable effort to utilize the removal method to channel materials of value resulting from clearing operations into beneficial use.

7.1.8.1 Burning. Material and debris resulting from clearing and grubbing operations on this contract may be burned within the contract areas and any time within the delivery order work period, provided such burning does not cause air pollution restrictions applicable to this project as outlined in Paragraph 2A-7.3 to be exceeded. Burning operations shall be conducted so as to prevent damage to standing timber or other flammable growth. The Contractor will be responsible for any damage to life and/or property resulting from fires that are started by his employees or as a result of his operations. The Contractor shall furnish, at the site of burning operation, adequate fire fighting equipment to properly equip his personnel for fighting fires. Fires shall be guarded at all times and shall be under constant surveillance until they have been extinguished. Material and debris that cannot be disposed of by burning shall be disposed of as outlined in Paragraph 2A-7.1.8.2.

7.1.8.2 Removal. Except as specified in Paragraph 2A-7.1.8.1, the Contractor shall remove all of the debris from the site of the work. Such disposal shall comply with all applicable Federal, State and local laws. The Contractor shall, at his option, either retain for his own use or dispose of by sale or otherwise, any such materials of value. The Government will not be responsible for the protection and safekeeping of any material retained by the Contractor. Such materials shall be removed from the site of the work before the date of completion of the work. If disposal material is placed on adjacent property, the Contractor shall obtain without cost to the Government, additional right-of-way for such purposes. Such material shall be so placed as not to interfere with roads, drainage or other improvements and in such a manner as to eliminate the possibility of it entering into channels, ditches, or streams. The Contractor shall submit written evidence to the Contracting Officer that he has obtained permission from the property owner for disposal of material on the owner's property. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the property rights and access thereto, prepared and executed in accordance with the laws of the State of Missouri. If temporary rights are obtained by the Contractor, then the period of time shall coincide with the time specified in delivery order, plus a reasonable time for any extension granted for completion of the work.

7.1.9 Disposal of Solid Wastes. Solid wastes (excluding material and debris resulting from clearing and grubbing operations as outlined in Paragraph 2A-7.1.8) shall be placed in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination. The Contractor shall transport all solid wastes off Government property and dispose of them in compliance with Federal, State, and local requirements for solid waste disposal.

7.1.10 Disposal of Chemical Waste. Chemical waste shall be stored in corrosion resistant containers, which shall be removed from the work area, and disposed of in accordance with Federal, State and local regulations.

7.1.11 Disposal of Discarded Materials. Discarded materials other than those which can be included in the solid waste category shall be handled as directed by the Contracting Officer.

7.1.12 Restoration of Landscape Damage. The Contractor shall restore all landscape features damaged or destroyed during construction operation outside the limits of the approved work areas. Such restoration shall be in accordance with the plans submitted for approval to the Contracting Officer.

7.2 Protection of Water Resources. The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out in Paragraph 2A-7.1.2 and 7.1.3 shall be implemented to prevent water pollution by the listed construction activities, which are included in each delivery order.

7.2.1 Monitoring. The Contractor shall monitor all water areas affected by construction activities.

7.3 Protection of Air Resources. The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the State of Missouri and all federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained for those construction operations and activities specified in this section. Special management techniques as set out in Paragraphs 2A-7.3.1, 7.3.2, 7.3.3, 7.3.4 and 7.3.5 shall be implemented to control air pollution by the listed construction activities, which are included in each delivery order.

7.3.1 Particulates. Dust particles, aerosols, and gaseous by-products from all construction activities, processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress.

7.3.2 Particulates Control. The Contractor shall maintain all excavation, stockpiles, haul roads, permanent and temporary access roads, embankments, disposal areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in Paragraph 2A-7.3 above to be exceeded or which would will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

7.3.3 Hydrocarbons and Carbon Monoxide. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

7.3.4 Odors. Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

7.3.5 Monitoring. The Contractor shall monitor all air areas affected by construction activities.

7.4 Protection of Fish and Wildlife Resources. The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to, and damage of fish and wildlife.

7.5 Protection of Historical, Archaeological, and Cultural Resources. The preservation and recovery of existing historical, archaeological and cultural resources within the Contractor's work area will be so designated by

the Contracting Officer and precautions shall be taken to preserve all such resources as they existed at the time they were identified to the Contractor. The Contractor shall install all protection for these resources so designated on drawings and shall be responsible for their preservation during delivery order work periods. Any item that may have historical or archaeological value discovered during construction shall be left undisturbed and the Contracting Officer shall be immediately notified of such discovery.

7.6 Protection of Sound Intrusion. The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise.

8. MAINTENANCE OF POLLUTION CONTROL FACILITIES. The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of delivery orders, or for that length of time construction activities create that particular pollutant.

9. TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL. The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

10. SAFETY. All work shall be performed in accordance with safety requirements set forth in Corps of Engineers Manual, EM 385-1-1, entitled; "Safety and Health Requirements Manual" date 03 November 2003. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil/>, (at the homepage select safety and occupational health). The contractor shall be responsible for complying with the current editions and changes posted on the web as the effective date of this solicitation. Any unsafe work and or action will be stopped immediately. The Contractor shall submit a "SAFETY EXPOSURE REPORT" that identifies the total number of hours worked. The report will cover hours worked since the previous report and shall be submitted with the Contractors invoice or as requested.

11. PAYMENT. No separate payment or direct payment will be made for the cost of the work covered under this section, and all costs in connection therewith shall be included in other items for which payment is provided.

SECTION 2B - EARTHWORK

1. SCOPE. The work covered by this section consists of furnishing all plant, labor, equipment and materials, and performing all operations in conjunction with clearing and grubbing, supplying fill material, topsoil, and sand, as specified herein.

2. QUALITY CONTROL.

2.1 General. The Contractor shall establish and maintain quality control for all operations to assure compliance with contract requirements and maintain records of his quality control for all construction operations, including but not limited to the above.

2.2 Reporting. A copy of these records as well as the records of corrective action taken shall be furnished to the Government daily when work is underway.

3. CLEARING AND GRUBBING (TREES, BRUSH, ETC.)

3.1 Complete clearing and grubbing shall be performed only as required to perform the earthwork and to construct roads, parking areas, or other items included in the work under this contract. The clearing and grubbing shall not extend beyond the clearing limits as identified by the Contracting Officer.

3.1.1 Clearing and grubbing will be broken down into two categories. They are:

A) Light - Areas where 90% of trees are less than twelve inches in diameter.

B) Heavy - Areas containing trees twelve inches or greater in diameter.

Determination of the clearing and grubbing will be made by the Contracting Officer for specific locations when a delivery order is issued.

3.1.2 All stumps, roots, buried logs, and other objectionable matter within the clearing limits shall be removed to a depth of twelve (12) inches below existing ground surface.

3.1.3 All debris resulting from clearing and grubbing operations on this contract shall, at the Contractor's option, be disposed of 1) by burning or 2) by removal from government property at the Contractor's expense, all as provided in Paragraph 2A-7.1.8. Material may be burned within the contract area, at any time within the contract period, provided such burning complies with all applicable State and local air pollution restrictions and is performed in accordance with State of Missouri rules and regulations, Open Burning Restrictions. It shall be the responsibility of the Contractor to obtain all burning permits required.

4. FILL MATERIAL

4.1 Suitable Materials. Materials classified by the Unified Soil Classification Systems as silts (ML, MH, OL) and clays (CL, CH, OH) shall be used for the fill material. Fill material shall be furnished by the Contractor from outside the Government boundaries.

4.2 Unsuitable Materials. Material classified by the Unified Soil Classification System as gravels (GW, GP, GM, GC) and sands (SW, SP, SM, SC) shall not be used for the fill material unless suitably blended with less pervious material to the extent that it no longer classifies as these materials. Additional materials classified as unsuitable for fill material are defined as masses of organic matter, peat, sticks, branches, roots, other debris and any frozen material. Isolated pieces of wood will not be considered objectionable provided their length does not exceed 1 foot, their cross-sectional areas is less than 4 square inches, and they are distributed throughout the material.

4.3 Placement. Fill material shall be placed in locations as directed by the Contracting Officer.

4.4 Delivery. Fill Material shall be delivered and tailgate spread uniformly or dumped by dump trucks as directed by the Contracting Officer. Dump trucks shall be equipped with top-hinged tailgates and shall have the gate releasing mechanism arranged so that it may be operated only from a location at or near the front of the truck.

5. TOPSOIL

5.1 Topsoil. Topsoil shall be furnished by the Contractor from outside the Government boundaries. The material shall be a friable mixture capable of supporting growth of turf, and shall be free of brush, stones and other waste materials.

5.2 Placement. Topsoil shall be placed in locations as directed by the Contracting Officer.

5.3 Delivery. Topsoil shall be delivered and tailgate spread uniformly or dumped by dump trucks as directed by the Contracting Officer. Dump trucks shall be equipped with top-hinged tailgates and shall have the gate releasing mechanism arranged so that it may be operated only from a location at or near the front of the truck.

6. SAND

6.1 Sand. Contractor shall furnish and deliver sand to locations designated by the Contracting Officer. Sand shall be clean, light colored, beach sand of good quality, free of foreign materials, approved by the Contracting Officer or authorized representative and shall conform to the requirement of Missouri Standard Specifications for Highway Construction, Section 1005, AGGREGATE FOR CONCRETE, Article 1005.2.4.1.

6.2 Placement. Sand shall be placed in locations as directed by the Contracting Officer. Typical placement locations will include the three public beaches at Redman Creek, Peoples Creek and Rockwood Point Recreation Areas, at playgrounds and water, sewer and electric line trenches within developed recreation areas. All sand will be swept off of pavement areas prior to moving on to next work site if equipment hours were provided for spreading the sand.

6.3 Delivery. Sand shall be delivered and tailgate spread uniformly or dumped by dump trucks as directed by the Contracting Officer. Dump trucks shall be equipped with top-hinged tailgates and shall have the gate releasing mechanism arranged so that it may be operated only from a location at or near the front of the truck.

7. MEASUREMENT AND PAYMENT

7.1 Clearing and Grubbing.

7.1.1 Measurement. Clearing and grubbing required by delivery orders will be measured for payment by the square yard as determined by survey of the area.

7.1.2 Payment. Payment for clearing and grubbing and disposal of all cleared and grubbed material and other debris will be made at the applicable contract unit price per square yard for "Clearing and Grubbing, Heavy" and "Clearing and Grubbing, Light," which price and payments shall constitute full compensation for furnishing all plant, labor, material, and equipment and performing all operations necessary for clearing and grubbing of areas specified in delivery orders, for removing and disposing, as appropriate, of all cleared and grubbed materials and other debris, and for filling holes resulting from grubbing operations.

7.2 Fill Material.

7.2.1 Measurement. Measurement for payment for fill material will be by the cubic yard delivered. This measurement will be determined from the volume of the delivery trucks. These trucks may be of any size and type acceptable to the Contracting Officer, provided the body is of such shape that actual delivered contents may be readily and accurately determined to the whole cubic yard. Unless all vehicles used are of uniform capacity, each vehicle must bear a plainly legible identification mark, indicating its measure capacity. All vehicles shall be loaded to a sufficient level to ensure a level load when vehicles arrive at the point of delivery. Loads not hauled in approved vehicles, or of a quantity less than the measurement quantity for the hauling vehicles, will be subject to rejection.

7.2.2 Payment. Payment for fill material under delivery orders against this contract will be made at the applicable contract unit price per cubic yard for "Fill Material". Price and payment will constitute full compensation for furnishing, hauling, and delivering the fill material.

7.3 Topsoil.

7.3.1 Measurement. Measurement for payment for topsoil will be by the cubic yard delivered. This measurement will be determined as indicated in Paragraph 2B-7.2.1.

7.3.2 Payment. Payment for the topsoil under delivery orders against this contract will be made at the applicable contract unit price per cubic yard for "Topsoil". Price and payment shall constitute full compensation for furnishing, hauling, and delivering the topsoil.

7.4 Sand.

7.4.1 Measurement. Measurement for payment for sand will be by the ton (2,000 pounds) delivered. The weights to be paid for will be determined from the certified weight tickets furnished by the Contractor. Certified weight tickets shall be as defined in Paragraph 2C-15.2.

7.4.2 Payment. Payment for the sand under delivery orders against this contract will be made at the applicable contract unit price per ton for "Sand". Price and payment shall constitute full compensation for furnishing, hauling, and delivery of sand.

SECTION 2C - PARK AND ROAD WORK

1. SCOPE. The work covered by this section of the specifications consists of furnishing all plant, labor, equipment and materials and performing all work, necessary for parking lot, park, and road rehabilitation, including, removing and replacing parking blocks, quarry run limestone, limestone, asphaltic concrete, patching, seal coat, crack sealing, construction fabric, graded rip rap and traffic striping and marking as specified herein and as required on delivery orders.

2. QUALITY CONTROL.

2.1 General. The Contractor shall establish and maintain quality control for all operations to assure compliance with contract requirements and maintain records of his quality control for all construction operations, including but not limited to the following:

- (1) Seal Coat (base preparation and application of bituminous materials and aggregate).
- (2) Aggregate base course (placing, compaction, gradation, etc.).
- (3) Asphaltic Concrete Course (temperature, placing, rolling mix). A certificate of State Inspection shall be submitted for each shipment of asphalt for the job.
- (4) Geotextile (type and installation).

(5) Limestone (placing, gradation, etc.).

(6) Graded Rip rap (placing, gradation, etc.).

2.2 Reporting. A copy of these records and tests, as well as corrective action taken, shall be furnished to the Government daily when work is underway.

3. APPLICABLE PUBLICATIONS. The following publications of the current issues listed form the basic requirements of the work specified herein. Unless otherwise specified all work shall be in accordance with the applicable state specification.

3.1 Missouri Standard Specifications. The most current edition of the State of Missouri, Missouri Department of Transportation, "Standard Specifications for Highway Construction," unless otherwise specified. The term "Engineer" as used in the edition specified above shall be interpreted to mean "Contracting Officer."

3.2 American Society for Testing and Materials (ASTM).

C 88-83 Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.

C 131-81 Resistance to Degradation of Small Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.

C 136-84 Sieve Analysis of Fine and Coarse Aggregates.

C 242-70 Mineral Fillers for Bituminous Paving Mixtures.

D 2419-74 Sound Equivalent Value of Soils and Fine Aggregates.

3.3 Federal Specifications.

TT-P-85E Alkyd Traffic Paint.

4. GENERAL.

4.1 Road Damage. The Contractor shall not move or operate any type of equipment of such weight or so loaded that it will cause damage to any portion of the pavement structure either being constructed or in existence, as determined by the Contracting Officer. In the event that such damage is done, the Contractor shall be responsible for repairing or replacing damaged road to the satisfaction of the Contracting Officer within seven (7) days of the incident.

4.2 Weather Conditions. Unless approved by the Contracting Officer, the Contractor shall not perform any work when weather conditions or ground conditions are unsuitable. The Contractor must request an extension, in writing if such conditions occur. Extensions must be approved by the Contracting Officer.

4.3 Clean-up. Upon completion of work specified herein the Contractor shall clear the area of work of all materials and debris at no additional cost to the Government.

5. PATCHING.

5.1 Removal. The existing pavement structure shall be patched by making a saw cut a minimum of 4-inches deep around each area as delineated by the Contracting Officer. Material within these areas shall then be

removed to a depth of 12 inches below the existing surface. All materials removed from the patch shall become the property of the Contractor and shall be disposed of off-site, unless otherwise authorized by the Contracting Officer.

5.2 Geotextile. Geotextile will be supplied and placed on the finished sub grade of the patch in accordance with manufacturer's recommendations. Where an overlap is required, the fabric shall be lapped no less than 18 inches. Specifications for the fabric are as follows:

Property	Test Method	Specification
Grab Tensile	ASTM-D-4632	275 lbs.
Grab Elongation	ASTM-D-4632	15%
Mullen Burst	ASTM 3786	600 psi
Puncture	ASTM 3787	120 lbs.
Trapezoidal Tear	ASTM-D-4533	120 lbs.
U.V. Resistance	ASTM 4355	70%
(strength retained)		
Equivalent	CW02215	30/70 U.S. Sieve Number
Opening Size	ASTM 4491	2 gal./min./sq.ft.
Permittivity		

5.3 Aggregate Base Course. Aggregate for base should be Type I conforming to the requirements of SECTION 1007, AGGREGATE FOR BASE. Aggregate base course shall be placed in maximum 4-inch lifts and compacted by means of a power tamper or roller to a uniform plane 3 inches below the existing pavement surface.

5.4 Prime Coat. MC-30 prime coat shall be applied to the compacted base course prior to placing the asphaltic concrete surface course. The rate of application shall be 0.30 gallons per square yard of base course. The Contractor shall take special care to insure the prime coat covers the perimeter vertical surfaces of the existing asphalt surface which were saw cut. Temperature of application shall meet appropriate State specifications.

5.5 Asphaltic Concrete Surface Course. The mixture for asphaltic concrete surface shall be in accordance with SECTION 403, ASPHALTIC CONCRETE PAVEMENT. The mixture shall be delivered and placed at a minimum temperature of 250 degrees F. The mixture shall be placed and compacted to the grade, which matches the pavement surrounding the patch. Plant mix shall be approved by Contracting Officer.

6. ASPHALTIC (BITUMINOUS) CONCRETE SURFACE. The mixture for asphaltic concrete surface shall be in accordance with SECTION 403, ASPHALTIC CONCRETE PAVEMENT. A hot asphaltic (bituminous) concrete surface shall be applied at the location and thickness directed by the COR. The job mix formula shall be submitted by the Contractor for approval five (5) days in advance of beginning work. Placement shall be in accordance with Missouri Standard Specifications for Highway Construction.

6.1 Tack Coat. Prior to placing Asphaltic Concrete over any existing asphalt surface a tack coat of CSS-1 Emulsified Asphalt shall be applied to the existing surface. The rate of tack coat application shall be 0.10 gallons per square yard. All work shall meet the applicable requirements of SECTION 407.

6.2 Prime Coat. Prior to placing asphaltic concrete on a crushed stone base a prime coat of MC-30 Liquid Asphalt shall be applied to the existing surface. The rate of prime coat application shall be 0.3 gallons per square yard. All work shall meet the applicable requirements of SECTION 408.

7. SEAL COAT. Seal coats shall be applied in accordance with the applicable requirements of SECTION 409, SEAL COAT at locations indicated in the delivery order or as otherwise directed by the Contracting Officer. Weather limitation shall be as listed in Article 409.4.1.

7.1 Bituminous Material. Bituminous material shall be HFE-150 or an alternate approved by the Contracting Officer. Application rates shall be 0.3 gallons per square yard.

8. CRACK SEALING. All cracks to be sealed shall be thoroughly cleaned out of all dirt, sand, stone, vegetation or other foreign material. The crack, joint, or fissure to be repaired shall be cleaned to a depth of not less than one-half (1/2) the total thickness of the pavement. When applied, the sealant materials shall adhere to the crack walls and provide a tough, flexible membrane, which bridges the crack and seals the pavement against water intrusion. The material will be squeegeed flush with the crack surface and can be left exposed to the elements without overcoating. Bituminous material shall not be applied to a wet surface or when weather conditions would prevent the proper construction of the crack seal. Cracks 1 inch wide or less shall be sealed with a rubber asphalt joint sealer conforming to ASTM 3405. Sealer must be melted in a double boiler, oil jacketed melter applicator equipped with an agitator and separate temperature thermometers for both the oil bath and melting vat. Traffic will not be allowed on the sealed area until a tough membrane is formed which can be subjected to traffic without "pick-up," normally two-hour minimum. The sealant shall be compatible with coal tar and asphalt sealers used in seal-coating pavements and retain its flexible and elastic properties to below freezing temperatures. The sealant shall not bleed when exposed to high ambient temperatures.

9. QUARRY RUN LIMESTONE. Quarry Run Limestone shall be non-graded and of suitable quality to ensure permanence in the climate in which it is to be used and shall be quarried rock only. Limestone shall be no larger than can be conveniently handled.

10. LIMESTONE. The Contractor shall furnish crushed limestone of specific size to locations designated by the Contracting Officer. The Contractor shall supply crushed limestone in the grades 3/8" to 3" in both minus and clean, as directed. Crushed limestone shall be of a suitable quality to ensure permanence in the climate in which it is to be used and shall be quarried rock only. Crushed limestone shall meet the requirements in accordance with Missouri Standard Specification for Highway Construction. The inclusion of objectionable quantities of dirt, sand, and clay will not be permitted.

11. GRADED RIP RAP. Graded rip rap shall be supplied, and delivered to locations as directed by the Contracting Officer. Size of rip rap stone may vary from 6" to 140 lb. top size as directed by the Contracting Officer.

11.1 Rip rap. Stone for rip rap shall be of a suitable quality to ensure permanence in the climate in which it is to be used and shall be quarried rock only. It shall be free from cracks, seams, and other defects that would tend unduly to increase its deterioration from natural causes. The inclusion of objectionable quantities of dirt, sand, clay, and rock fines will not be permitted.

11.2 Sources and Evaluation Testing. Stone that weighs less than 155 lbs./c.f., or has more than 2 percent absorption will not be accepted unless other tests and service records show that the stone is satisfactory. The method of test for unit weight and absorption will be CRD-C-197-87, entitled "Standard Test Method for Specific Gravity, and Absorption of Aggregate".

12. PARKING AREA TRAFFIC STRIPING AND MARKINGS. Painting of the parking areas road traffic striping and markings such as arrows, disable symbols and other wording shall be in accordance with Appendix B and as directed by the Contracting Officer. All striping shall be four inches wide with sharp distinct edges. Traffic paint shall conform to the latest edition of Missouri Standard Specifications for Highway Construction SECTION 620.50 or TT-P-85E for yellow, blue or white paint as applicable. The Government will provide the Contractor a stencil to use in marking the disable parking spaces. This stencil must be used to insure the symbol will match the existing symbol. Appendix B shows the size of the disable symbol to be used. All other stencils will be supplied by the Contractor and will match the existing symbol/wording.

13. PARKING AREA TRAFFIC STRIPING LAYOUT. In areas where existing striping is not available, the Contractor shall layout the area for striping to conform to the details as provided by the Contracting Officer.

14. **PARKING BLOCK REMOVAL AND REINSTALLATION.** The existing concrete and recycled plastic parking blocks shall be removed prior to starting work in the respective areas and shall be reinstalled after completing all work in these areas. The Contractor shall reinstall all concrete parking blocks, at locations directed by the COR, by driving #4 or #5 x 2'0" steel rods, supplied by Contractor, to 2 inches below the top surface of the parking block and with the recycled plastic parking blocks by reinstalling using Government supplied hardware. The Contractor shall be responsible for replacing any concrete parking blocks, which he cracks or breaks at no additional cost to the Government. The tops of concrete parking blocks will be grouted with an approved grout to match existing block.

15. **MEASUREMENT AND PAYMENT.**

15.1 **Patching.** Patching will be measured for payment by the square yard. Payment for patching will be made at the applicable contract unit price per square yard for "Patching". Payment shall constitute full compensation for cost of equipment, operator, fuel, materials, supplies, repairs and support equipment necessary to deliver all necessary equipment to the work site, on the ground and in operating condition and to remove all equipment from the work site and labor required to saw cut the existing asphaltic concrete surface, remove existing material, furnish and install Geotextile, furnish and compact aggregate base material, place prime coat, place and compact asphaltic concrete surface, and dispose of all removed materials.

15.2 **Asphaltic Concrete Surface.** The asphaltic concrete surface will be measured for payment by the ton (2,000 pounds). The weights to be paid for will be determined from certified weight tickets, which shall be furnished by the Contractor without additional cost to the Government. A certified weight ticket shall be defined as each truck being weighted empty, and again when loaded; and the ticket, identified by the Contractor's name and the contract number, signed by the approved quarry representative with the statement "certified correct". This procedure will be followed for each load hauled. The Contractor shall verify the accuracy and completeness of each ticket before submitting it to the Government. He shall initial each ticket to reflect his verification. The Contractor shall furnish certification stating the scales used were tested and approved by the local authority. Payment for the asphaltic concrete surface as required, will be made at the contract unit price per ton for "Asphaltic Concrete Surface". Price and payment shall constitute full compensation for the cost of equipment, operator, fuel, materials, supplies, repairs and support equipment necessary to deliver all necessary equipment to the work site, on the ground and in operating condition and to remove all equipment from the work site and for furnishing, hauling, placing prime/tack coat, and placing and compacting the asphaltic concrete surface.

15.3 **Seal Coat.** The seal coat will be measured for payment by the square yard. Payment for the seal coat will be at the contract unit price per square yard for "Seal Coat", which price and payment shall constitute full compensation for cost of equipment, operator, fuel, materials, supplies, repairs and support equipment necessary to deliver all necessary equipment to the work site, on the ground and in operating condition and to remove all equipment from the work site and as required to prepare the existing surface and apply the bituminous material for each area listed on delivery order.

15.4 **Crack Seal.** Crack sealing will be measured for payment in gallons used. Contractor shall furnish certified statements and invoices, which verify quantity used. Payment for the crack sealing will be made at the applicable contract unit price per gallon for "Crack Seal", which prices and payments shall constitute full compensation for furnishing equipment, materials, and labor required to prepare the existing cracks and place the sealant material.

15.5 **Quarry Run Limestone.** Quarry Run Limestone will be measured for payment by the ton (2,000 pounds). The weights to be paid for will be determined from certified weight tickets furnished by the Contractor. Certified weight tickets shall be defined in Paragraph 2C-15.2. Payment for the quarry run limestone will be made at the applicable contract unit price per ton for "Quarry Run Limestone," which price and payment shall constitute full compensation for all costs of furnishing, hauling, and dumping quarry run limestone to locations as directed by the Contracting Officer.

15.6 Limestone. Limestone will be measured for payment by the ton (2,000 pounds). The weights to be paid for will be determined from the certified weight tickets furnished by the Contractor. Certified weight tickets shall be as defined in Paragraph 2C-15.2. Payment for the limestone will be made at the applicable contract unit price per ton for "Limestone", which price and payment shall constitute full compensation for all costs of furnishing, hauling and tailgate spreading and/or dumping at locations as directed by the Contracting Officer, the limestone.

15.7 Graded Rip Rap. Graded rip rap will be measured for payment by the ton (2,000 pounds). The weights to be paid for will be determined from certified weight tickets furnished by the Contractor. Certified weight tickets shall be defined in Paragraph 2C-15.2. Payment for the graded rip rap will be made at the applicable contract unit price per ton for "Graded Rip rap", which price and payment shall constitute full compensation for all costs of furnishing, hauling, and dumping graded rip rap to locations as directed by the Contracting Officer.

15.8 Parking Area Traffic Striping. The parking area traffic striping will be measured for payment by the linear foot of actual painted line. Payment for parking areas traffic striping will be made at the applicable contract unit price per linear foot for "Parking Area Traffic Striping", which price and payment shall constitute full compensation for all plant, labor and materials necessary for furnishing and installing (painting) parking area traffic striping.

15.9 Parking Area Traffic Striping Layout. The parking area traffic striping layout will be measured for payment by the linear foot for actual lines lay out. Payment for parking areas traffic striping layout will be made at the applicable contract unit price per linear foot for "Parking Area Traffic Striping Layout" which price and payment shall constitute full compensation for all plant labor and materials necessary for furnishing and layout of parking traffic striping.

15.10 Traffic Markings; Arrows, Disable symbols, "No Parking", "5 Minute Parking", "10 Minute Parking" and "Tie-down Only" wording. The traffic markings will be measured for payment by each marking. Payment for the different traffic markings will be made at the applicable contract unit price per each marking, "Traffic Marking: Arrows", "Traffic Marking: Disable Symbol", "Traffic Marking: No Parking", "Traffic Marking: 5 Minute Parking and 10 Minute Parking", and "Traffic Marking Tie-down Only" which price and payment shall constitute full compensation for all plant, labor and materials necessary for furnishing and installing (painting) these traffic markings.

a. Parking Block Removal and Reinstallation. The parking block removal and reinstallation will be measured for payment by each block. Payment for applicable parking block removal and reinstallation will be made at the applicable unit price per each unit for "Parking Block Removal and Reinstallation", which price and payment shall constitute full compensation for all costs of removing, storing, handling, reinstalling, anchoring, and grouting as necessary the parking blocks.

SECTION 2D –
RENTAL OF EQUIPMENT WITH OPERATING PERSONNEL

1. SCOPE. The equipment described within this section shall be used for performing required operations in connection with the general scope of work of this contract and in accordance with specifications contained in this contract and/or delivery orders.

1.1 Rental Prices. The rental prices for equipment shall include equipment, equipment operators, and such other personnel or equipment as necessary for operation of the equipment at the worksite, fuel, lubricants, and repairs. The equipment furnished shall be of standard make and the capacities indicated herein. Personnel furnished as operators for this equipment shall be thoroughly qualified in the use of equipment in order that maximum capacity may be obtained. All equipment and labor furnished by the Contractor shall be subject to the approval of the Contracting Officer.

2. DELIVERY AND RELEASE OF EQUIPMENT.

2.1 Delivery of Equipment. The Contractor shall deliver the necessary equipment with personnel to the worksite of each delivery order and begin work as required by each delivery order.

2.2 Release of Equipment. Upon completion and acceptance of the work, the equipment will be released to the Contractor at the location of work as determined by the Contracting Officer or his representative.

3. OPERATING AND WORKING TIME.

3.1 Operating Time. The equipment shall be available for operation a minimum of an eight (8) hour day basis, for a minimum of five (5) days per week (Monday through Friday), weather and other conditions permitting.

No work will be performed when soil and/or weather conditions, in the opinion of the Contracting Officer, or his representative at the site, will not permit efficient and economical operations.

3.2 Suspension of Operations. Should soil and/or weather conditions develop during the life of the delivery order, which will, in the opinion of the field representative of the Contracting Officer, make further work impracticable or undesirable, the Contractor will be ordered to suspend operations until such time as the working conditions improve and become suitable for further work to proceed. The Contractor shall be required to recommence work within 48 hours. No adjustment in contract price will be made to the Contractor, resulting from any suspension of work up to and including thirty (30) consecutive days, however the delivery order work period will be extended for each working day that operations are suspended. If work is to be suspended for over thirty (30) consecutive calendar days after the receipt of the suspension order, the Contracting Officer will provide one of the following directions:

a. Price Adjustment. The suspension may be ordered to remain in effect until such time as working conditions improve and become suitable for further work to proceed. An equitable adjustment in contract price in accordance with the Contract Clause entitled, "Suspension of Work", may be made for any suspension in excess of thirty (30) consecutive calendar days.

b. Termination. Delivery order items for work required within the specifications of this section and for work directly associated with the performance of the specifications of this section may be terminated in accordance with the Contract Clause entitle, "Termination for Convenience of the Government".

4. MAINTENANCE AND REPLACEMENT OF EQUIPMENT.

4.1 Maintenance. Repairs and maintenance of equipment shall be made by the Contractor, and the working equipment shall be in safe and good working condition when furnished and shall be kept in safe and good working condition when in use. The Contractor shall keep small repair parts and replacements shall be made with a minimum of lost time and in a manner satisfactory to the Contracting Officer. The Contractor shall furnish all fuel, grease, and other operating supplies as required for the proper operation of the equipment. Costs for the foregoing shall be included in the contract unit prices and no separate payment therefore will be made.

4.2 Replacements. Any equipment which, in the opinion of the Contracting Officer, proves to be deficient in quality as the work progresses, shall be promptly replaced by the Contractor to the satisfaction of the Contracting Officer. If such deficient equipment is not promptly made good by the Contractor, the Contracting Officer reserves the right to terminate the use of such equipment.

5. EQUIPMENT.

5.1 Track-Type Bulldozers. Bulldozers shall be equipped with an earthmoving blade, designed for maximum earthmoving productivity. Two sizes of dozers are specified: Net horsepower rating of 70 (seventy) and Net horsepower rating of 190 (one hundred ninety). All dozers shall be equipped with a Roll Over Protection System (R.O.P.S.) and back up alarms.

5.2 Motor Grader. Motor grader shall have a minimum net horsepower rating of 80 (eighty) and have a minimum blade length of 12 (twelve) feet. The motor grader shall be equipped with R.O.P.S. and back up alarm.

5.3 Loader/Backhoe, Wheel-Type. Loader/backhoe, wheel-type shall have a minimum net horsepower rating of 60 (sixty) and have a front-end loading bucket with a minimum capacity of one cubic yard, and backhoe bucket of 24 (twenty-four) inch width and 12 (twelve) inch width. Loader/Backhoe shall be equipped with R.O.P.S. and back up alarm.

5.4 Dump Truck. Dump truck shall be tandem axle, with minimum dump bed carrying capacity of 10 (ten) cubic yards. All dump trucks shall meet all Department of Transportation regulations and safety standards and have back up alarm.

5.5 Compactor, Vibratory. Compactor shall be self-propelled, steel wheeled, vibratory roller/compactor, sheeps foot type, 8 (eight) ton minimum, for the purpose of fill material compaction with R.O.P.S.

5.6 Excavator. Track type excavators shall have a minimum net horsepower rating of 80. The excavator shall be equipped with R.O.P.S. and back up alarm. The bucket for the excavator will be a minimum of 36 (thirty-six) inches in width.

5.7 Saw, Concrete. Concrete saw shall be walk behind type, 8 (eight) horsepower, capable of cutting concrete or asphalt to a depth of 4 (four) inches.

5.8 Tandem Vibratory Roller. Roller shall be steel drum type, 2 (two)ton minimum equipped with R.O.P.S.

5.9 Skid Steer Loader. The skid steer loader will be wheel-type with a minimum of 45 horsepower rating up to a maximum of 80 horsepower. The following attachment shall be furnish, 60" power sweeper broom which can contain debris in a container which can later be dumped, a 60" combination bucket, and a 12" hydraulic auger post hole digger with capabilities to a depth of 58 inches.

5.10 Boom Mower with Tractor. The tractor shall be sized suitable to support the operation of a 17 foot boom with the following minimum reach: 19'6" up, 17'3" out and 8'9" down. The power take off (PTO) will have a minimum shaft speed of 2,400 rpm to the boom blade with a minimum 60" cutting width. The boom mower will be required to mow trees, tree limbs and brush up to 3" in diameter. The tractor shall be equipped with R.O.P.S. and a safety cage to protect the operator.

6. ALTERNATIVE EQUIPMENT. The Contractor may propose for use alternative types of equipment not included in these specifications. The suitability of the alternative equipment must be demonstrated to the Contracting Officer by a field test conducted by and at the expense of the Contractor. Procedures for testing will be provided by the Contracting Officer. Each proposed alternative type of equipment must be capable of performing equal to or greater in all capabilities to that equipment specified herein.

7. MEASUREMENT.

7.1 Equipment Rental. Measurement for equipment rental will be computed by the Contracting Officer in hours of productive operation. In computing the number of hours of productive operation, only the time of actual operation will be considered. Standby or idle time, including lunch periods when equipment is not operating, will not be paid for, except that time up to 15 minutes per 8-hour day spent in refueling, greasing, oiling, breakdowns, or in replacing of parts will be paid for. Hours of actual operation shall include also site-to-site mobilizations within each contract area and time spent receiving field instructions from the Contracting Officer.

8. PAYMENT.

8.1 Equipment Rental With Operator. Payment for all equipment rental with operators under this section will be made at the respective contract per hour price for "(EQUIPMENT DESCRIPTION with OPERATOR)", which price and payment shall constitute full compensation for the cost of equipment, operator, fuel, materials, supplies, repairs and support equipment necessary to deliver each piece of equipment to the worksite, on the ground and in operating condition and to remove each piece of equipment from the worksite and to complete the work specified within each delivery order.

SECTION 2E - CONCRETE

1. SCOPE - The work covered by this section consists of furnishing all material and equipment, and performing all labor for the manufacture, transporting, forming, placing, finishing, and curing of concrete in this specification, and as required on delivery order. No concrete steps or retaining walls will be poured under this contract.

2. QUALITY CONTROL

2.1 General - The Contractor shall establish and maintain quality control for all operations to assure compliance with contract requirements and maintain records of the quality control for all construction operations, including but not limited to the following:

- (1) Forms (line and grade, mortar tightness, bracing)
- (2) Finishing
- (3) Curing and Protection
- (4) Materials
- (5) Joints

2.2 Reporting - A copy of these records, as well as the records of corrective action, shall be furnished to the Government daily.

3. APPLICABLE PUBLICATIONS - The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the references thereto.

3.1 American Concrete Institute (ACI) - 347-99 Formwork for Concrete (Fifth Edition)

3.2 American Society for Testing and Materials (ASTM)

(1) A 195-90 - Steel Welded Wire Fabric Plan, For Concrete Reinforcement

(2) C 94-91 (Rev A) - Ready-Mixed Concrete

(3) C 150-92 - Portland Cement

3.3 Federal Specification - TT-S-00230C (Am-2) - Sealing Compound, Elastomeric Type, Single Component (For Caulking, Sealing, and Glazing in Buildings and Other Structures)

4. CONTRACTOR QUALITY CONTROL

4.1 General - Contractor quality control is that system by which the Contractor regulates, and inspects his procedures, equipment, materials, and personnel so that the completed project will comply with the requirements of the project specifications.

4.2 Inspection Details.

4.2.1 Preparations for Placing - Foundation or construction joints, forms, and embedded items shall be inspected in sufficient time prior to each concrete placement by the Contractor in order to certify to the Contracting Officer that it is ready to receive concrete.

4.2.2 Other - The Contractor shall insure that the concrete is properly consolidated, finished, protected, and cured.

4.3 Reports - The results of all tests and inspections conducted at the project site shall be reported in writing, daily. The Contracting Officer has the right to examine all Contractor Quality Control records.

5. PRODUCTION OF CONCRETE

5.1 Ready-Mixed concrete - Shall conform to ASTM C 94, except as otherwise specified. The source of the ready-mixed concrete shall be submitted to the Contracting Officer for approval along with the mixture design.

5.2 On-site Batching and Mixing - If the Contractor elects to provide an on-site batching and mixing plant, a batch-type plant shall be provided of sufficient capacity to prevent cold joints. The method of measuring materials, the batching plant, and the mixer shall comply with the applicable provisions of ASTM C 94, except as otherwise specified.

6. PREPARATION FOR PLACING - Formwork shall be complete and mortar tight. Ramps and walkways, as necessary, shall be constructed to allow safe and expeditious access for concrete and workers, snow, ice, standing or flowing water, loose particles, debris, and foreign matter shall have been removed. Reinforcement shall be secured in place. Joints, anchors, and other embedded items shall have been positioned. All equipment needed to place and consolidate the concrete shall be at the placement site and in good operating condition. The entire preparation shall be accepted by the Government prior to placing.

7. PLACING - The surface to receive concrete shall be above 50 degrees before placing concrete. Concrete, when deposited in forms during cold weather, shall have a temperature of not less than 50 degrees F, nor more than 70 degrees F. Heating of the mixing water or aggregates will not be permitted until the temperature of the concrete has decreased to 55 degrees F. The materials shall be free from ice, snow, and frozen lumps before entering the mixer. All methods and equipment shall be subject to approval. All concrete placed during warm weather shall be

delivered to the forms at the coolest temperature, which is practical to produce under current conditions but not above 90 degrees F. Concrete shall be conveyed from the mixer to the forms as rapidly as practicable by methods, which prevent segregation or loss of ingredients. Concrete shall be in place within 15 minutes after discharge from the ready-mix truck or mixer. Concrete shall be consolidated with the aid of mechanical vibrating equipment supplemented by handspading and tamping. All concrete placing equipment and methods shall be subject to approval by the Contracting Officer.

8. JOINTS - All joints in the concrete shall conform to the locations, designs, and details as directed by the Contracting Officer. The required materials shall be furnished and placed by the Contractor. Sufficient fastenings shall be used to insure joint assemblies and materials remaining in position during the entire period of concrete placing, striking off, vibrating, and finishing.

9. FINISHING

9.1 Finishing Formed Surfaces - All honeycomb and other defects shall be repaired. All unsound concrete shall be removed. Defective concrete shall be repaired by cutting out the unsatisfactory material and placing new concrete, which shall be secured with keys, dovetails, or anchors. Slight honeycomb and minor defects shall be repaired with cement mortar made with one part cement and two parts fine aggregate. The area to be repaired shall be dampened, brush-coated with a neat cement or an approved epoxy resin, and filled with the concrete or mortar. The patched areas shall be cured for 7 days.

9.2 Floated Finish - Surfaces to be float finished shall be screeded and darbyed or bullfloated to eliminate the ridges and fill in the voids left by the screed. In addition, the darby or bullfloat shall fill all surface voids and only slightly embed the coarse aggregate. When the water sheen disappears and the concrete will support a man, floating should be completed. Floating should embed large aggregates just beneath the surface, remove slight imperfections, humps, and voids to produce a plane surface and compact the concrete and consolidate mortar at the surface. All surfaces will receive a light broom finish.

10. CURING AND PROTECTION - Beginning immediately after placement and continuing for at least four (4) days, all concrete shall be cured and protected from premature drying, extremes in temperature, rapid temperature change, freezing, mechanical damage, and exposure to rain or flowing water. All materials and equipment needed for adequate curing and protection shall be available and at the site of the placement prior to start of concrete placement. The air and forms shall be maintained at a temperature above 50 degrees F for the first day and at a temperature above 32 degrees F for the remainder of the specified curing period.

11. FORMWORK - Concrete formwork shall conform to the requirements of ACI 347. forms shall not be removed without approval of the Contracting Officer. All form removals shall be accomplished in a manner to prevent injury to the concrete. Forms shall not be removed prior to 24 hours after completion of the concrete placement.

12. REINFORCING STEEL - Reinforcing steel bars shall conform to the requirements of ASTM A 615 or A 706, Grade 60. Welded steel wire fabric shall conform to the requirements of ASTM A 185. Wire and reinforcing steel will be installed at recommended industry standards and as directed by Contracting Officer.

13. CONCRETE SURFACES

13.1 Measurement - Measurement for payment for concrete surfaces will be by the cubic yard.

13.2 Payment - Payment for concrete surfaces under delivery orders against this contract will be made at the applicable contract unit price per cubic yard for "Concrete Surfaces". Price and payment will constitute full compensation for forming, placing, curing and supplying and welded steel wire concrete for concrete surfaces.

SECTION 2F – DISPOSAL OF WASTE

1. SCOPE – The work covered by this section of the specifications consists of furnishing all labor, equipment, and materials, and in performing all operations in connection with disposal of waste in accordance with this section of the specifications.

2. GENERAL - The Contractor shall establish and maintain quality control for all operation to assure compliance with contract requirements and maintain records of his quality control for all construction operations, including but not limited to disposal of waste.

2.1 Reporting – A copy of these records, as well as corrective action taken, shall be furnished to the Government daily.

3. CLEARING

3.1 Site Clearing – Clearing shall be performed only as required to perform the work under this contract. The clearing shall not extend the beyond outer limits of the cut, fill, or structures, unless otherwise directed by the Contracting Officer.

3.2 Existing Buildings, Fences and Other Structures – All areas to be cleared as specified in 3.1 shall be cleared of all rubble, abandoned structures, including slabs and foundations and other objectionable materials directed by the Contracting Officer.

4. REMOVAL OF IMPROVEMENTS – The work shall consist of the removal and disposal of all existing improvements, except those designated to be removed by others, or to be reinstalled within the limits of the work specified in this contract. Removal of improvements shall include, but are not necessarily limited to the removal of sign post, concrete curb, concrete steps, sidewalks, boatramps, timbers, asphalt roads, gravel, and riprap. All holes and depressions or trenches resulting from the removals shall be filled to the original ground level with material as directed by the Contracting Officer. Removed material shall be disposed of as specified below.

5. DISPOSAL OF MATERIALS – The Contractor will remove all debris resulting from contract operations from the site of the work. Such disposal shall comply with all applicable federal, state and local laws. All debris will be

placed at the Butler County Landfill, or other approved landfill, or as approved by the Contracting Officer. Such materials shall be removed from the site of completion of the work under these specifications.

6. PAYMENT – Payment for disposal of all material and other debris will be made at the applicable contract unit price per cubic yard for “Disposal of Waste”, to which price and payment shall constitute full compensation for hauling, disposing, as appropriate, of all material and other debris. Removal (placement in dump truck) of waste material and debris is covered by equipment rental.

‘SPECIAL CONTRACT REQUIREMENTS’

DELIVERY OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The work under this contract shall be performed during the contract/work period of 01 March 2004 (or date of award, which ever is later) through one full year. If the Government exercises the option to renew, the contract/work period for the renewal year(s) will begin with the ending date of the preceding contract period and end one full year thereafter. The work will be performed in accordance with solicitation specifications and provisions. A pre-work conference will be scheduled approximately 10 days after contract award. The Contractor is required to attend this meeting.

(end of clause)

CONTRACT ADMINISTRATION DATA

G.1 PAYMENT (Alternate II)

Invoices shall be prepared and submitted in quadruplicate and must contain the following information:

- Contractor's name and address exactly as it appears on the contract,
- Contract number,
- Delivery Order number,
- Description of work,
- Quantity of work completed,
- Unit,
- Unit Prices,

Extended totals.

(end of clause)

G.2 FUNDS AVAILABLE

The applicable appropriation having a balance sufficient to cover the cost of any procurements made hereunder will be cited on each delivery order. No funds are obligated under this basic contract.

(end of clause)

Required Insurance

a. As required by the contract clause entitled "Insurance – Work on a Government Installation", the Contractor shall, furnish to the Contracting Officer, prior to the commencement of work, a certificate or written statement as evidence of the minimum insurance listed below. The Contractor shall procure and maintain such types and amounts of insurance during the entire period of his performance under this contract. The contractor shall assure that the certificate or written statement is in accordance with required wording indicated in paragraph b of the aforementioned Contract Clause.

- (1) Workmen's compensation - - Amounts required by applicable jurisdictional statutes.
- (2) Employer's Liability Insurance -- \$ 100,000.
- (3) Comprehensive General Liability Insurance -- (No property damage liability insurance is required)

Bodily Injury -- \$ 500,000 per occurrence

- (4) Comprehensive Automobile Insurance

Bodily Injury -- \$ 200,000 each person
\$ 500,000 each accident

b. Certificates of insurance should be submitted to the following address:

Department of the Army
St. Louis District Corps of Engineers
Wappapello Lake Mgmt. Office
10992 Hwy T
Wappapello, Missouri 63966

APPENDIX A
ROAD AND PARK MAINTENANCE
WAPPAPELLO LAKE

CONTRACT AREA

Approximate location of the services to be performed are illustrated in the following maps. NOTE: Unless otherwise noted, maps are now drawn to scale.

APPENDIX B
ROAD AND PARK MAINTENANCE
WAPPAPELLO LAKE

DRAWINGS

NOTE: Unless otherwise noted, drawings are now drawn to scale.

(End of Summary of Changes)